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Accord and Satisfaction—Settlement for Nuisance by One of Several Wrongdoers.—*Gallagher v. Kemmerer*, 22 Atl. Rep. 970, was an action to recover damages for injuries to plaintiff's land caused by a deposit of mine water, culm and dirt. This land was situated on a small stream and was covered with refuse from two coal companies situated further up on the stream. Plaintiff for valuable consideration released one of said companies from all claims and demands for damages and compensation for injuries then or thereafter done to his property. This action was against the other company for its proportion of the damage. Defendants, claiming that it was occasioned by simultaneous and contemporaneous acts, and consequently that it was impossible to ascertain the proportion of damage caused by each, pleaded an accord and satisfaction. The court held that, as the negligent act was separate and independent of the acts of the other miners, it was several when committed, and did not become joint because the consequences were united. As the negligence of both was separate, and there was no concert of action, an accord and satisfaction by one was not compensation for the whole damage and was no bar to recovery from the other.

Care of Parent by Child—No Promise of Payment for Such Services Implied.—*Wilkes v. Cornelius*, 28 Pac. Rep. 135 (Oregon.) A son had put in a claim against the estate of his parent for board and care and attention, and the claim was resisted by the executor. The Court said: "The claim, as presented to the executor, is based upon the rule that, where one person renders valuable services for another, the law implies a promise on the part of the party benefitted to pay so much as such services are reasonably worth. This is the general rule. But, where the services are rendered by one near relative to another, an exception to the rule prevails, and no such promise is implied. In such case, before the party rendering services can claim compensation from the other, he must show an express agreement, or its equivalent, to pay for the same. Where such services consist in furnishing board and lodging to a parent by a child they are presumed to have been done gratuitously, however valuable they may have been, and such presumption can only be overcome by clear, direct and positive proof of an understanding or agreement on the part of the parent to pay, and of the child to receive, compensation therefor."

Right to Possession of Dead Body—Action for Mutilation—Damages.—In the case of *Larson v. Chase*, 50 N. W. Rep. 238, which